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26 Dec. 1837

*An ACT for Vesting the Advowson of
Long Ditton, in the County of Surry, in
Trustees, to be sold; and to apply the Mo-
ney, arising by such Sale, in the Purchase
of Lands, to be settled to the same Uses;
and for other Purposes therein mentioned.*



Whereas by Indenture Tripartite, bearing Date the Nineteenth Day of June One thousand Seven hundred and Nineteen, and made, or mentioned to be made, between Sir Evelyn Alston, of Thames Ditton, in the County of Surry, Baronet, Brother and Heir of Sir Joseph Alston, late of Long Ditton, in the same County, Baronet, deceased, who was Son and Heir of Sir Joseph Alston, late of Bradwell Abby, in the County of Bucks, Baronet, deceased, by Dame Penelope his late Wife, also deceased, who was One of the Daughters of Sir Edward Evelyn, late of Long Ditton afore said, Knight and Baronet, also deceased, and Dame Sarah Alston, Wife of the said Sir Evelyn Alston, of the First Part; Sir James Clarke, of East Moulsey, in the said County of Surry, Knight, of the Second Part; and the Reverend Joseph Clarke, Doctor in Divinity, Rector of the Parish Church of Long Ditton afore said, of the Third Part; duly inrolled in his Majesty's Court of Chancery; and by a Fine levied in pursuance of a Covenant in the said Indenture for that Purpose contained; they the said Sir Evelyn Alston and Dame Sarah his Wife did, for the Considerations in the said Indenture mentioned, grant, bargain, sell, aliene, and confirm,

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unto the said Sir *James Clarke*, his Heirs and Assigns, **All** that the Advowson, Donation, free Disposition, Gift, and Right of Patronage, of, in, and to, the Parish-Church of *Long Ditton* aforesaid, with the Rights, Privileges, and Appurtenances, thereof, in the said County of *Surry*, **To hold** to, and to the Use of, the said Sir *James Clarke*, his Heirs and Assigns for ever, in Trust for the said Doctor *Joseph Clarke*, his Heirs and Assigns for ever :

And whereas the said Sir *James Clarke* is since deceased; and *James Clarke*, of *East Moulsey*, in the County of *Surry*, Esquire, his Son and Heir, thereby became seised of the said Advowson, in Trust, as aforesaid :

And whereas by Articles of Agreement Tripartite, bearing Date the Eighth Day of *September* One thousand Seven hundred and Forty-two, between the said Doctor *Joseph Clarke*, and the Reverend *Joseph Clarke*, his only Son, of the First Part; *Samuel Walter* Esquire, and *Edmund Byron* Gentleman, both of the Parish of *Saint Anne*, within the Liberty of *Westminster*, in the County of *Middlesex*, of the Second Part; and *Frances Walter* and *Elizabeth Walter* Spinsters, Daughters and Residuary Legatees of Sir *George Walter*, late of *Worcester-Park*, in the County of *Surry* aforesaid, Knight, deceased, of the Third Part; in Consideration of a Marriage then intended to be shortly had and solemnized by and between the said *Joseph Clarke* the Son and *Frances Walter*, and for settling and assuring the said Advowson and Premises to the Uses therein and herein after-mentioned; and for other Considerations therein mentioned; the said *Joseph Clarke* the Father did for himself, his Heirs, Executors, and Administrators, covenant and agree with the said *Samuel Walter* and *Edmund Byron*, their Executors and Administrators, That the said *James Clarke*, and also the said *Joseph Clarke* the Father, and their Heirs, should and would, in case the Marriage took Effect, at the Costs and Charges of the said *Joseph Clarke* the Father, grant and convey (among other things) the Advowson and Premises before-mentioned, with the Appurtenances, to the following Uses; that is to say, **To the Use** and Behoof of the said *James Clarke*, and his Heirs, during the Life of the said *Joseph Clarke* the Father, **Upon Trust**, and to the Intent, that if the said Rectory of *Long Ditton* should any-way whatsoever become vacant during the joint Lives of *Joseph Clarke* the Father and *Joseph Clarke* the Son, That then the said *James Clarke*, his Heirs and Assigns, should present the said *Joseph Clarke* the Son to the said Rectory; and if the said *Joseph Clarke* the Son should be then dead, then that he and they should, from time to time, and so often as the said Rectory should, during the Life of the said *Joseph Clarke* the Father, any-way whatsoever become vacant, present such other Clerk and Clerks thereto as the said *Joseph Clarke* the Father

Father should, by any Writing under his Hand and Seal, attested by Two Witnesses, direct and appoint; and from and immediately after the Decease of the said *Joseph Clarke* the Father, then to the Use and Behoof of the said *Joseph Clarke* the Son, and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate, To the Use and Behoof of the said *James Clarke*, and his Heirs, during the Life of the said *Joseph Clarke* the Son, **In Trust** to support contingent Remainders; and also **In Trust** that the said *James Clarke*, his Heirs and Assigns, should, from time to time, and so often as the said Rectory of *Long Ditton* should, during the Life of the said *Joseph Clarke* the Son, any way whatsoever become vacant, present such Clerk and Clerks thereto as the said *Joseph Clarke* the Son should, by any Writing under his Hand and Seal, attested by Two Witnesses, direct and appoint; and from and after the several Deceases of the said *Joseph Clarke* the Father and *Joseph Clarke* the Son, **To** the Use and Behoof of such One or more of the Sons of the Body of the said *Joseph Clarke* the Son on the Body of the said *Frances Walter* begotten, and for such Estate, Use, Trust, or Purpose, with or without Power of Revocation, as the said *Joseph Clarke* the Son should, by any Writing whatsoever under his Hand and Seal, executed in the Presence of Three Witnesses, limit or appoint; and, for want thereof, then to the Use of the First and other Sons of the said *Joseph Clarke* the Son, and *Frances Walter*, to be begotten, in Tail Male successively; and, in Default of such Issue, To the Use of the said *James Clarke*, his Heirs and Assigns, Upon Trust, that he and they should sell the said Advowson for the most Money that could be got for the same, and pay, distribute, and assign, the Produce, Interest, and Profits, thereof unto and amongst all and every the Daughter and Daughters of the said *Joseph Clarke* the Son, and the said *Frances Walter*, to be begotten, that should be living at the time of his Decease, in such manner as therein mentioned; and, on Failure of such Daughter or Daughters, in Trust for the said *Joseph Clarke* the Father, his Heirs and Assigns for ever:

And whereas the said Marriage took Effect; but no Settlement was ever made in pursuance of the above Articles, nor any Appointment by the said *Joseph Clarke* the Son, pursuant to his Power in the said Articles:

And whereas the said *Joseph Clarke* the Son, by his last Will and Testament in Writing, duly executed in the Presence of Three credible Witnesses, bearing Date the Thirteenth Day of *August* One thousand Seven hundred and Fifty, gave and bequeathed the said Advowson of *Long Ditton*, in *Surry*, with the next Turn or Turns thereof, after his Decease, and the Decease of the said Doctor *Joseph Clarke* his Father, to the said Doctor *Joseph Clarke*, **In Trust**, to give and dispose of the

the same to such of his Three Sons as he should think it most proper to give them to, by Deed or Writing under his Hand, attested by Three Witnesses; and thereby gave to the said Doctor *Joseph Clarke* full Power to appoint the said Estate accordingly, in such manner, and with such Limitations, as he should think best; and by a Codicil thereto, bearing Date the Nineteenth Day of *November* One thousand Seven hundred and Fifty, appointed the said Doctor *Joseph Clarke* sole Executor of his said Will:

And whereas the said *Joseph Clarke*, soon after making the said Will and Codicil, to wit, on the Thirty-first Day of *December* One thousand Seven hundred and Fifty, departed this Life, leaving Three Sons, to wit, *Joseph Clarke*, *James Clarke*, and *George Clarke*, all Infants of tender Years, and no other Issue; One of which Sons, to wit, *George Clarke*, is also since deceased, an Infant, and without Issue; and the said Doctor *Joseph Clarke* has since proved the Will and Codicil of the said *Joseph Clarke*, deceased, his Son, in the Prerogative-Court of the Archbishop of *Cannbury*, and hath taken upon himself the Burden and Execution thereof:

And whereas it is apprehended to be greatly for the Benefit of the said Two surviving Sons of the said *Joseph Clarke*, deceased, that the said Advowson, which produces no certain Interest or Income, should be sold, and the Money arising by such Sale laid out and invested in the Purchase of Lands and Tenements, to be settled and limited To the Use of the said *Joseph Clarke* the Infant, and of the Heirs Male of his Body; Remainder to the Use of the said *James Clarke* the Infant, and of the Heirs Male of his Body; with Remainder to the Use of the said Doctor *Joseph Clarke*, his Heirs and Assigns for ever: And the said Doctor *Joseph Clarke*, out of Affection to his said Two Grandsons, and in order that the said Advowson may be sold to the best Advantage, for the Purposes aforesaid, is willing to wave and give up all Right of presenting to the said Church vested in him, during his Life, by the said in part recited Articles, and all Right to the next Turn or Turns by the said Will of the said *Joseph Clarke*, deceased, or otherwise: **But** the same, though for the Benefit of the said Infants, cannot be effected without the Authority of Parliament:

Therefore,

May it please Your most Excellent M A J E S T Y,

Upon the humble Petition of the said Doctor *Joseph Clarke*, on behalf of himself, and his said infant Grandsons *Joseph Clarke* and *James Clarke*, That it may be **Enacted**; **And be it Enacted**, by the KING's
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most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, **That** the said Advowson, Donation, free Disposition, Gift, and Right of Patronage, and Presentation of, in, and to, the said Church of *Long Ditton*, with its Appurtenances so agreed to be limited and settled by the said Articles of the Eighth of September One thousand Seven hundred and Forty-two, as aforesaid, shall, from and after the 24th Day of *June next* — be vested

James Clarke Esq. & Tho. Ryder Gent. their Heirs and Assigns, **To the Use** of them the said *James Clarke & Tho. Ryder* their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted and exonerated, of and from all and every the Uses, Trusts, Estates, Powers, Provisoes, Limitations, and Contingencies, limited, created, provided, or declared, or agreed to be limited, created, provided, or declared, of or concerning the same Premises in or by the said in Part recited Articles, or in or by the last Will and Testament of the said *Joseph Clarke*, deceased; but nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after expressed and declared; that is to say, **Upon Trust**, That they the said *James Clarke & Thomas Ryder* and the Survivor of them, and the Heirs of such Survivor, shall and do, with all convenient Speed, sell and dispose of the said Advowson, Donation, free Disposition, Gift, and Right of Patronage and Presentation, of, and in, and to, the Parish-Church of *Long Ditton*, with the Rights, Privileges, and Appurtenances thereof, in the County of *Surry*, unto any Person or Persons that shall be willing to become Purchaser or Purchasers thereof, and for the most Money, and best Price and Prices, that can be reasonably got for the same; and shall and do pay, apply, and dispose of, the Money arising by such Sale, in manner following; that is to say, In the First Place, for paying and defraying the Charges and Expences attending the passing this Act, and making out a Title to the said Premises; and after Payment thereof, **Upon Trust** that they the said *James Clarke & Tho. Ryder* and the Survivor of them, and the Heirs of such Survivor, shall and do lay out, apply, and dispose of, the Residue and Surplus of the Money to arise by such Sale, in the Purchase of Lands, Tenements, and Hereditaments, in Fee-simple, in Possession; and shall and do settle, convey, and assure, the same Lands, Tenements, and Hereditaments, when purchased, to the Use of the said *Joseph Clarke* the Infant, and the Heirs Male of his Body; and, in Default of such Heirs, To the Use of the said *James Clarke* the Infant, and the Heirs Male of his Body; and, in Default of such Heirs, To the Use of the said Doctor *Joseph Clarke*, his Heirs and Assigns, for ever.

And it is hereby further Enacted and Declared, That after Sale and Conveyance of the said Advowson, and Right of Presentation, with its Appurtenances, in the mean time, and until such Surplus of the Money to arise by such Sale, after Payment of the Charges of passing this Act, and making out a Title to the said Premises, shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, in pursuance hereof, it shall and may be lawful to and for the said *James Clarke and Thomas Ryder* and the Survivor of them, and the Heirs of such Survivor, to place out the same upon Government or real Security at Interest; and also from time to time to call in the Principal-money so to be placed out, and to place out the same again at Interest on new or other Securities of the like Nature; and that the Dividends, Interest, and yearly Proceed, arising or to be produced from such Securities, shall be paid to such Person or Persons as would be intitled to the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were actually purchased and settled pursuant to this Act.

And it is hereby further Enacted and Declared, That all and every Person and Persons to whom the said *James Clarke & Tho. Ryder* or the Survivor of them, or the Heirs of such Survivor, shall, by virtue and in pursuance of this Act, make any Sale or Conveyance of the said Advowson and Premises, hereby vested in them, in Trust, to be sold, as aforesaid, and the Heirs and Assigns of such Purchaser or Purchasers, shall and may, upon Payment of his, her, or their Purchase-money to the said *James Clarke & Tho. Ryder* or the Survivor of them, or the Heirs of such Survivor, have, hold, and enjoy, the said Advowson and Premises, with their Appurtenances, so by him or them to be purchased, freed and discharged of and from all the Estates, Uses, Trusts, Powers, Provisoos, Limitations, and Contingencies, limited, created, provided, or declared, or agreed to be limited, created, provided, or declared, of and concerning the same, in and by the said in part recited Articles of the Eighth of September One thousand Seven hundred and Forty-two, or in or by the last Will and Testament of the said *Joseph Clarke*, deceased; and that the Receipt or Receipts of the said *James Clarke & Tho. Ryder* or the Survivor of them, or the Heirs of such Survivor, under his or their Hand or Hands, respectively, shall be a good and effectual Discharge to the Purchaser and Purchasers of the said Advowson and Premises, his, her, and their Heirs, Executors, and Administrators, for so much of the said Purchase-money, for which such Receipt or Receipts shall be given; and, after such Receipt or Receipts, such Purchaser and Purchasers shall be, and he, she, or they, respectively, are hereby absolutely acquitted and discharged of and from the same; and shall not be answerable or accountable for any Loss, Misapplication,

application, or Non-application, of the said Purchase-money, or any Part thereof.

Provided always, and it is hereby further Enacted and Declared, That the said Trustees shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, or any otherwise than each Person for such Sum and Sums of Money as he shall, respectively, actually receive; and that neither of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And also that the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Monies which shall come to their Hands, by virtue of the Trusts before expressed, retain to and reimburse themselves all Costs, Charges, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trust hereby in them reposed.

Saving to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said Doctor *Joseph Clarke*, and the said *James Clarke* the elder, and their Heirs, and the Heirs of the said *Joseph Clarke*, deceased, and the said *Joseph Clarke* and *James Clarke* the Infants, and the Heirs Male of their respective Bodies, and all other Person and Persons claiming, or to claim, any Estate, Right, Title, Interest, Use, or Trust, of, in, to, or out of, the said Advowson and Premises, by, from, or under them, any or either of them, or by virtue of or under the said in part recited Articles, or by virtue of, or under, the last Will and Testament of the said *Joseph Clarke*, deceased), All such Rights, Titles, Estates, Interests Claims, and Demands, either in Law or Equity, of, in, to, or out of, all or any of the said Premises, as they, every or any of them, respectively now have, or should, could, might, or ought to have had and enjoyed, in case this Act had not been made.

